

HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

GLEN THOMPSON, JR. and GLENN
THOMPSON, SR.,

Plaintiffs,

vs.

ON-SITE MANAGER, INC.

Defendant.

NO. 2:15-cv-01596-TSZ

**DEFENDANT ON-SITE MANAGER,
INC.'S ANSWER TO PLAINTIFFS'
COMPLAINT FOR FAIR CREDIT
REPORTING ACT VIOLATIONS**

For its Answer to Plaintiffs Glen Thompson, Jr. and Glenn Thompson, Sr.'s (collectively, "Plaintiffs") Complaint, Defendant On-Site Manager, Inc. ("On-Site") admits, denies, and alleges as follows:

Part 1: Introduction & Factual Overview

1.1 On-Site lacks sufficient information to admit or deny the allegations contained in paragraph 1.1 of Plaintiffs' Complaint and therefore denies the same.

1.2 On-Site lacks sufficient information to admit or deny the allegations contained in paragraph 1.2 of Plaintiffs' Complaint and therefore denies the same.

DEFENDANT ON-SITE MANAGER, INC.'S
ANSWER TO PLAINTIFFS' COMPLAINT FOR
FAIR CREDIT REPORTING ACT VIOLATIONS -1
(2:15-CV-01596-TSZ)

GORDON & REES LLP

701 5th Avenue, Suite 2100
Seattle, WA 98104

Telephone: (206) 695-5100

Facsimile: (206) 689-2822

1 1.3 On-Site lacks sufficient information to admit or deny the allegations contained in
2 paragraph 1.3 of Plaintiffs' Complaint and therefore denies the same.

3 1.4 The allegations in paragraph 1.4 of Plaintiffs' Complaint are not directed to On-
4 Site, therefore no response is required. To the extent that a response is required, On-Site is
5 without sufficient information to admit or deny the allegations set forth in paragraph 1.4 and
6 therefore denies the same.

7 1.5 On-Site lacks sufficient information to admit or deny the allegations contained in
8 paragraph 1.5 of Plaintiffs' Complaint and therefore denies the same.

9 1.6 On-Site lacks sufficient information to admit or deny the allegations contained in
10 paragraph 1.6 of Plaintiffs' Complaint and therefore denies the same.

11 1.7 On-Site lacks sufficient information to admit or deny the allegations contained in
12 paragraph 1.7 of Plaintiffs' Complaint and therefore denies the same.

13 1.8 On-Site lacks sufficient information to admit or deny the allegations contained in
14 paragraph 1.8 of Plaintiffs' Complaint and therefore denies the same.

15 1.9 On-Site lacks sufficient information to admit or deny the allegations contained in
16 paragraph 1.9 of Plaintiffs' Complaint and therefore denies the same.

17 1.10 On-Site lacks sufficient information to admit or deny the allegations contained in
18 paragraph 1.10 of Plaintiffs' Complaint and therefore denies the same.

19 1.11 On-Site lacks sufficient information to admit or deny the allegations contained in
20 paragraph 1.11 of Plaintiffs' Complaint and therefore denies the same.

21 1.12 On-Site admits that the Fair Credit Reporting Act speaks for itself. On-Site lacks
22 sufficient information to admit or deny the remaining allegations contained in paragraph 1.12 of
23 Plaintiffs' Complaint and therefore denies the same.

1 1.13 The allegations in paragraph 1.13 of Plaintiffs' Complaint are not directed to On-
2 Site, therefore no response is required. To the extent that a response is required, On-Site denies
3 the allegations set forth in paragraph 1.13.

4
5 **Part 2: Parties, Jurisdiction & Venue**

6 2.1 On-Site lacks sufficient information to admit or deny the allegations contained in
7 paragraph 2.1 of Plaintiffs' Complaint and therefore denies the same.

8 2.2 On-Site admits that it is a corporation formed under laws other than Washington
9 and that On-Site's corporate headquarters are located in California. On-Site denies the
10 remaining allegations contained in paragraph 2.2 of Plaintiffs' Complaint.

11 2.3 On-Site admits that 15 U.S.C. § 1681a(f) and RCW 19.182.010(5) speak for
12 themselves. On-Site denies the remaining allegations contained in Paragraph 2.3 of Plaintiff's
13 Complaint.

14 2.4 On-Site admits that 28 U.S.C. § 1331 and 28 U.S.C. § 1367 speak for themselves.
15 On-Site lacks sufficient information to admit or deny the allegations contained in Paragraph 2.4
16 of Plaintiff's Complaint and therefore denies the same.

17 2.5 On-Site lacks sufficient information to admit or deny the allegations contained in
18 Paragraph 2.5 of Plaintiffs' Complaint and therefore denies the same.

19
20 **Part 4 [sic]. Claims/Causes of Action**

21 **A. Failure to follow reasonable procedures in preparing consumer reports**

22 4.A.1 Onsite denies the allegations contained in paragraph 4.A.1 of Plaintiffs'
23 Complaint.

24 4.A.2 Onsite denies the allegations contained in paragraph 4.A.2 of Plaintiffs'
25 Complaint.

1 4.A.3 Onsite denies the allegations contained in paragraph 4.A.3 of Plaintiffs'
2 Complaint.

3 4.A.4 Onsite denies the allegations contained in paragraph 4.A.4 of Plaintiffs'
4 Complaint.

5 4.A.5 Onsite denies the allegations contained in paragraph 4.A.5 of Plaintiffs'
6 Complaint.

7 **B. Failure to properly reinvestigate and follow up with consumer disputes**

8 4.B.1 On-Site lacks sufficient information to admit or deny the allegations contained in
9 paragraph 4.B.1 of Plaintiffs' Complaint and therefore denies the same.

10 4.B.2 On-Site denies the allegations contained in paragraph 4.B.2 of Plaintiffs'
11 Complaint.

12 4.B.3 On-Site admits that 15 U.S.C. § 1681i(a)(1) and RCW 19.182.090(1) speak for
13 themselves. On-Site denies the remaining allegations contained in Paragraph 4.B.3 of Plaintiff's
14 Complaint.

15 4.B.4 On-Site denies the allegations contained in paragraph 4.B.4 (a) through (c) of
16 Plaintiffs' Complaint.

17 4.B.5 On-Site denies the allegations contained in paragraph 4.B.5 of Plaintiffs'
18 Complaint and therefore denies the same.

19 4.B.6 On-Site denies the allegations contained in paragraph 4.B.6 of Plaintiffs'
20 Complaint and therefore denies the same.

21 4.B.7 On-Site denies the allegations contained in paragraph 4.B.7 of Plaintiffs'
22 Complaint and therefore denies the same.

23 4.B.8 On-Site denies the allegations contained in paragraph 4.B.8 of Plaintiffs'
24 Complaint and therefore denies the same.

1 4.B.9 Paragraph 4.B.9 of Plaintiffs' Complaint calls for a legal conclusion and requires
2 no answer. To the extent that an answer is required, On-Site denies the allegations contained in
3 paragraph 4.B.9.

4 4.B.10 Paragraph 4.B.10 of Plaintiffs' Complaint calls for a legal conclusion and requires
5 no answer. To the extent that an answer is required, On-Site denies the allegations contained in
6 paragraph 4.B.10.

7
8 **Part 5. Relief Requested**

9 The allegations in Part 5 of Plaintiffs' Complaint are requests for relief to which no
10 answer is required. To the extent any further response is necessary, On-Site denies Plaintiffs are
11 entitled to any of the relief requested. With respect to any matter not otherwise answered above,
12 On-Site denies the same.

13
14 **AFFIRMATIVE DEFENSES**

15 By way of further answer and affirmative defenses, and without admitting any of the
16 allegations set forth in Plaintiffs' Complaint, On-Site states and alleges:

17 1. Any allegation in Plaintiffs' Complaint not expressly admitted is expressly
18 denied.

19 2. Plaintiffs' Complaint fails to state a claim for which relief can be granted.

20 3. Plaintiffs' claims may be barred, in whole or in part, because Plaintiffs have not
21 sustained any injury, damage, or loss by reason of any of On-Site's acts.

22 4. Plaintiffs' claims may be barred, in whole or in part, by the applicable statute of
23 limitations.

24 5. Plaintiffs' claims are barred, in whole or in part, to the extent Plaintiffs failed to
25 mitigate their damages.

6. Plaintiffs' alleged injuries and damages, if any, were caused or contributed to by Plaintiffs' own acts and omissions.

7. Plaintiffs' claims are barred, in whole or in part, to the extent any recovery would be contrary to public policy.

8. Plaintiffs' claims are barred, in whole or in part, to the extent Plaintiffs seek damages that are not properly recoverable under the theories set forth in the Complaint.

9. Plaintiffs' Complaint and claims may be preempted in whole or in part by federal and/or state statutes and/or regulations.

10. Plaintiffs have failed to join a necessary party.

11. Plaintiffs' injuries, if any, were caused or contributed to by other persons or entities over whom On-Site had no right or duty to control, including third parties that may be discovered as additional facts are obtained through discovery or trial. Plaintiffs' damages, if any, are to be apportioned according to the relative fault of the parties and other at-fault third parties pursuant to RCW 4.22 *et seq.*

12. On-Site reserves the right to amend this Answer and to raise any and all additional affirmative defenses, counterclaims, and cross-claims, which may be available to it under Washington law and in equity, pending the outcome of further investigation and discovery.

Dated: November 12, 2015

GORDON & REES LLP

By: /s/Jeffrey E. Bilanko
Jeffrey E. Bilanko, WSBA #38829
Steffanie M. Fain, WSBA #42973
Gordon & Rees LLP
701 5th Avenue, Suite 2100
Seattle, WA 98104
Phone: (206) 695-5100
Fax: (206) 689-2822
jbilanko@gordonrees.com
sfain@gordonrees.com
Attorneys for Defendant On-Site
Manager, Inc.

DEFENDANT ON-SITE MANAGER, INC.'S
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DECLARATION OF SERVICE

The undersigned declares under penalty of perjury under the laws of the State of Washington that on this day, I electronically filed a true and accurate copy of the document to which this declaration is affixed with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to the following:

Attorneys for Plaintiff:

Eric Dunn
Allyson O'Malley-Jones
Leticia Camacho
Northwest Justice Project
401 Second Avenue S, Suite 407
Seattle, WA 98104
Tel.: (206) 464-1519
Fax: (206) 624-7501

☐ U.S. Mail Postage Prepaid
☒ CM/ECF
☐ Hand Delivery
Email: EricD@nwjustice.org
leticia@nwjustice.org

Dated this 12th day of November 2015.

/s/ Stephanie M. Hosey
Stephanie M. Hosey, Legal Secretary